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FILE# 8223656  
YAKIMA COUNTY, WA  
04/11/2025 11:48:26AM

AGREEMENT

PAGES: 15

HAWLEY TROXELL ENNIS & HAWLEY LLP

When recorded, please return to:  
Bryan P. Myre (dw)  
1433 Lakeside Court, Suite 100  
Yakima WA 98902

Recording Fee: 317.50

Grantor(s): The Estate of David Trepanier  
Grantee(s) The Estate of David Trepanier  
Abbreviated Legal Description: SP 85-159 LOT 2; Section 22 Township 14 Range 17 Quarter SW: SPM 85-158 Lot 3; SP 85-159 LOT 1; SP 85-215 LOT 4; SP 85-215 LOT 3; SP 85-159 LOT 3; SP 83-152 LOT 1; SP 83-152 LOT 2; SP 83-152 LOT 3 ALSO TH PT OF VAN CAN R/W LY W OF CEN LN & E OF LOT 2; SP 85-159 LOT 4; SP 85-158 LOT 2; SP 85-158 LOT 4; SP 85-158 LOT 1 1983 LANDMARK 52X28 SER# 7357; W 320 FT OF S 100 FT OF N 450 FT OF NE1/4 SW1/4 LY E'LY OF CO.RD.  
Additional legal is on page 8, 10, 13 of document  
Assessor's Property Tax Parcel/Account Number 171422-31405, 171422-31403, 171422-31404, 171422-13403, 171422-13402, 171422-42406, 171422-24405, 171422-24406, 171422-24407, 171422-42407, 171422-31402, 171422-42404, 171422-31401, 171422-31003

## IRRIGATION WATER MAINTENANCE AGREEMENT

### A. RECITALS.

- David Trepanier passed away on December 1, 2024. A probate was commenced in Yakima County, Washington under Cause No. 24-4-00885-39. Pursuant to that probate, Joe Nels Trepanier and Tom Trepanier were appointed as Co-Personal Representatives of the Estate of David Trepanier with nonintervention powers.
- The Estate of David Trepanier, hereinafter "TREPANIER," owns the following described real property situated in Yakima County, Washington, hereinafter referred to as Parcel A, B, C, D, E, F, G, H, I, J, K, L, M and N:

**See attached Exhibits A, B and C.**

**ASSESSOR'S PARCEL NO. 171422-31405 (Parcel A), 171422-31403 (Parcel B), 171422-31404 (Parcel C), 171422-13403 (Parcel D), 171422-13402 (Parcel E), 171422-42406 (Parcel F), 171422-24405 (Parcel G), 171422-24406 (Parcel H), 171422-24407 (Parcel I), 171422-42407 (Parcel J), 171422-31402 (Parcel K), 171422-42404 (Parcel L), 171422-31401 (Parcel M), and 171422-31003 (Parcel N). (Herein referred to as "Properties")**

IRRIGATION DELIVERY AGREEMENT- 1

62105 0004 4927-7864-6579.1

3. There is an irrigation water delivery box situated on Parcel J, Parcel No. 171422-31401, which is the source of irrigation water for all of the above-described properties, said water delivered by the Yakima Tieton Irrigation District, said irrigation water servicing all of the properties described above, with 11.60 shares of water servicing the 14 lots of properties described above.

4. For purposes of this Agreement, the term "Irrigation Delivery System" shall mean the water delivery box, delivery pump(s), if any, and all related plumbing and electrical facilities and water lines serving the Properties allowing for the delivery of irrigation water to the Properties jointly.

5. This Agreement is necessary in order to establish the parties' rights and the covenants, conditions and restrictions to which each of the above-described Properties shall be subject to for the purpose of protecting and maintaining the Irrigation Delivery System and to ensure the proper operation thereof.

## **B. AGREEMENT.**

In consideration of the foregoing recitals and for other good and valuable consideration acknowledged having been received by the parties hereto, the parties agree as follows:

### **1. Operation of Irrigation Delivery System.**

1.1. The owners of Parcel A through N ("Property Owners") shall jointly operate the Irrigation Delivery System to conform to all applicable laws and regulations, including, but not limited to benefits and restrictions provided for under the regulations of the Yakima Tieton Irrigation and the laws of the state of Washington.

1.2. The cost to maintain, repair or replace the Irrigation Delivery System, including the pump and connecting pipelines, shall be shared by the Property Owners; provided, however, each Property Owner shall be responsible for maintaining, repairing or replacing a pipeline which serves only his/her property. Irrigation Delivery System costs shall additionally include all water quality sampling and testing that is required by applicable public health laws or regulations, if any. The costs of said operations shall be allocated to the Properties in amounts in accordance with the acreage owned by each Property Owner as compared to the full property upon which the irrigation water is allocated, or more specifically, 14.83 acres. By way of example, if a property owner owns .85 acres of property, the total costs of the operations of the Irrigation Delivery System, including the costs assessed by the Yakima Tieton Irrigation District for the delivery of water, shall be attributable to the .85 acre property owner in an amount equal to 5.7% of the total costs. (.85 acres /14.83 total acres = 5.7%). By way of further example, the owner of the property comprising 1.3 acres would be responsible for 8.8% of the total costs. (1.3 acres /14.83 total acres = 8.8%)

- 1.3. Any property owner may cause to be installed meters to monitor either the electricity use or alternatively the flow utilized by each party. The cost of the power shall be prorated in accordance with the use by each party. Should neither an electric meter nor a flow meter be installed to monitor each party's use, the power supplied to operate the Irrigation Delivery System shall be allocated in accordance with the cost allocation provided for in Section 1.2 contained herein and shall be paid within fifteen (15) days upon receipt of the invoice for payment of the same.
- 1.4. Special meetings of the Property Owners may be held at such times and places as they may, from time to time, mutually agree.
- 1.5. Repairs exceeding \$250.00 shall not be undertaken without the prior agreement of both Property Owners, unless such repairs are urgently needed to ensure continuous water service. If maintenance is done or repairs are made which exceed the amount of any reserve account to pay the same, each property owner shall pay his/her share of such excess cost within twenty (20) days of being billed for the same.

2. Well and Pipeline Easement.

- 2.1. Trepanier does hereby grants to Trepanier a non-exclusive easement over, upon and across all those properties described above at that location of the currently located delivery pipes for the delivery of irrigation water, and for a distance of five (5) feet on each side of said pipeline, for the purpose of using, maintaining, repairing, or replacing the same, together with the right of ingress and egress for said purposes. Said easements shall additionally include the any pump, water storage tank, electrical controls, and any other apparatus associated therewith or necessary to the operation thereof.
- 2.2. The easement granted herein shall be deemed appurtenant to and run with the above-described properties. Further this easement is not intended to merge with the any continuity of ownership of the property. Rather the easement shall remain in full force and effect regardless if there is a unity of ownership of any of the property either at the time of execution of this Agreement or any subsequent period in the future, thereby eliminating any merger.

3. Restrictive Covenants.

- 3.1. No structures or other obstacles shall be erected on any of the Properties which would deny any of the property owner's access to said Irrigation Delivery System or which would in any way prevent or interfere with the use, maintenance, repair, replacement or proper functioning thereof.
- 3.2. Any maintenance, repair or replacement of the water system shall be done in a workmanlike manner, in compliance with all applicable public health

laws or regulations, and in such manner as to not unreasonably disturb the parties' properties.

- 3.3. The water from the Irrigation Delivery System may be used for irrigation purposes on the above-described properties. No water from the Irrigation Delivery System shall be furnished to any other properties or residences without the unanimous written consent of the Property Owners, which they may grant or withhold in their sole discretion.
- 3.4. The restrictive covenants created herein shall be deemed appurtenant to and run with the properties.

#### 4. Enforcement.

- 4.1. If a property owner fails to pay any assessment, including his or her share of the power supplied to the Irrigation Delivery System, which becomes due under this Agreement, such delinquency shall be secured by a lien against the property of the defaulting owner and shall bear interest at the rate of 12% per annum from the date assessed until the date paid. Such lien shall constitute a first and prior lien on the parcel; provided, however, that such lien shall be subordinate to any prior recorded mortgage/deed of trust encumbering the parcel. Notice of such lien may be recorded in the Yakima County Auditor's office by the non-defaulting property owner and may be foreclosed upon in the same manner as is provided for in the foreclosure of real estate mortgages under the laws of the State of Washington. Such lien shall additionally include any reasonable attorney's fees and recording costs incurred in connection with the preparation and recording of such notice.
- 4.2. If a property owner, including his/her tenant, guest, contractor or other invitee or licensee, should violate the restrictive covenants or other obligations created by this Agreement and does not cease or cure such violation promptly after being requested to do so, an action to enjoin such violation and/or for damages may be commenced in the Yakima County Superior Court, and the prevailing party or parties in such action shall be entitled to recover his/her reasonable attorney's fees and litigation costs, in addition to other costs allowed by law.

5. Amendment or Termination. This Agreement may be amended or terminated only upon the mutual written agreement of the owners of the properties, which amendment shall be recorded in the Yakima County Auditor's office.

6. Lack of Warranty. At no time does The Estate of David Trepanier or its Co-Personal Representatives, Joe Nels Trepanier and Tom Trepanier, make any warranty or representation regarding the availability of water through the system, the quantity of water or quality of water. The Estate of David Trepanier enters into this Agreement only to

IRRIGATION DELIVERY AGREEMENT- 4

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establish the rights and obligations of the current owners and any successors in interest hereto related to rights of access, obligations of repair and maintenance.

7. Binding Effect. This Agreement shall be binding upon the parties hereto, including their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have signed their names on the dates written below.

4/10/25  
Date

[Signature]  
JOE NELS TREPANIER, PERSONAL REPRESENTATIVE FOR THE ESTATE OF DAVID TREPANIER

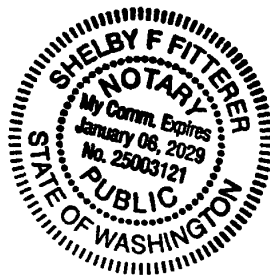
4/10/25  
Date

[Signature]  
TOM TREPANIER, PERSONAL REPRESENTATIVE FOR THE ESTATE OF DAVID TREPANIER

STATE OF WASHINGTON )  
County of Yakima ) ss.

On this day personally appeared before me JOSEPH TREPANIER to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10<sup>th</sup> day of April, 2025.



[Signature]  
Shelby F. Fitterer  
(Print Name)  
Notary Public in and for the State of Washington, residing in Yakima.  
My Commission Expires: 1/8/29

STATE OF WASHINGTON )  
 ) ss.  
County of Yakima )

On this day personally appeared before me TOM TREPANIER to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10<sup>th</sup> day of April, 2025.



Dianna Walker  
Dianna Walker  
(Print Name)  
Notary Public in and for the State  
of Washington, residing in Muskegon.  
My Commission Expires: 5/19/2028.

# EXHIBIT A



PIONEER NATIONAL  
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Hanson, Applegate & McDonald

P.O. Box 526

Yakima, Washington 98907

2485186

YAKIMA COUNTY,

WASH.  
THIS SPACE RESERVED FOR RECORDER'S USE.

DEC 5 4 50 PM '77

C.W. HATFIELD  
AUDITOR

REVENUE STAMPS

2485186

### Quit Claim Deed

THE GRANTOR CHARLOTTE TREPANIER, a married woman,

for and in consideration of One Dollar

conveys and quit claims to DAVE EDWARD TREPANIER, a single person,  
her undivided 1/2 marital community interest in  
the following described real estate, situated in the County of YAKIMA

State of Washington including any interest therein which grantor may hereafter acquire:

Beginning at the center of Section 22, Township 14 N., Range 17, E.W.M.;  
thence E 147 feet to the intersection of the westerly right of way line  
of the Tieton Canal; thence S 45°42' E 469 feet; thence S 21°40' W 113  
feet; thence S 28° E to a point 450 feet due S of the N line of the E  
and W center line of said Section 22; thence W and parallel to and 450  
feet S of said center line to an intersection with the Easterly right  
of way of the County Road; thence Northwesterly along the Easterly  
right of way line of said County Road to the E and W center line of  
said Section 22; thence E along said center line to the point of  
beginning;

EXCEPT beginning at the NE corner of the SW 1/4 of Section 22, Township  
14 N., Range 17, E.W.M.; thence S along the E line of said subdivision  
450 feet; thence W to the E line of the County Road, which is the true  
point of beginning; thence E 320 feet; thence N 100 feet; thence W to the  
E line of the County Road; thence Southeasterly to the true point of  
beginning; (Parcel No. 171422-31001)

TOGETHER WITH all water and water rights thereunto pertaining.

TOGETHER WITH all appurtenances belonging thereto.

Dated this 28<sup>th</sup> day of November, 1977.

EDWARD J. TREPANIER, husband  
of Charlotte Trepazier does  
hereby consent to this conveyance:

*Edward J. Trepazier*  
STATE OF WASHINGTON, ss.  
County of Yakima:

*Charlotte Trepazier* (SEAL)  
..... (SEAL)

On this day personally appeared before me CHARLOTTE TREPANIER  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that she signed the same as her free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28<sup>th</sup> day of November, 1977.

*Butte*  
Notary Public in and for the State of Washington,  
Residing at Yakima

OFFICIAL RECORD

1014 2505

A



# **EXHIBIT B**

DEC 23 1987

YAKIMA COUNTY  
WASH

FILED BY  
HALVERSON & APPLGATE & ASSOCIATES  
DEC 23 12 00 PM '87

BETTIE LINDSEY  
AUDITOR

2818718

B

2818718

QUIT CLAIM DEED

The Grantors, EDWARD J. TREPANIER and PAULINE TREPANIER, husband and wife, for and in consideration of One Dollar, convey and quit claim to DAVE EDWARD TREPANIER, a single person, the following described real estate, situated in the County of YAKIMA, State of Washington, together with all after acquired title of the grantor therein:

An undivided one-half interest in the following:

Lots 1, 2, 3, and 4, Short Plat 85-159, recorded under Auditor's File No. 2739857, records of Yakima County, Washington. (Parcel Nos. 171422-31404-6, 31405-3, 42406-8, 42407-6)

TOGETHER WITH all appurtenances belonging thereto.

DATED this 22 day of December, 1987.

*Edward J. Trepanier*  
EDWARD J. TREPANIER

*Pauline Trepanier*  
PAULINE TREPANIER

COUNTY EXCISE TAX

DATE 12-23-87

PAID \$ 76.00

REG. NO. 229520

*Dale A. Gray*  
DALE A. GRAY, Yakima County Treasurer

STATE OF WASHINGTON )  
                                  : ss.  
County of Yakima        )

I certify that I know or have satisfactory evidence that EDWARD J. TREPANIER and PAULINE TREPANIER signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 22, 1987.

*[Signature]*  
NOTARY PUBLIC  
Residing at Yakima  
My appointment expires 2/21/93



*Robert A.*  
LAW OFFICE OF  
HALVERSON & APPLGATE, P.S.  
311 NORTH FOURTH STREET - P. O. Box 526  
YAKIMA, WASHINGTON 98907 0526  
PHONE 575-6611

OFFICIAL RECORDS

VOL 1227 1679

# **EXHIBIT C**

C

When recorded, please return to:  
Marcus J. Fry  
P.O. Box 1689  
Yakima WA 98907

|                          |                    |
|--------------------------|--------------------|
| REAL ESTATE EXCISE TAX   |                    |
| PAID                     |                    |
| AMT.                     | None               |
| DATE                     | NOV 29 2006        |
| AFF.                     | 388782             |
| BY:                      | <i>[Signature]</i> |
| ILENE THOMSON, TREASURER |                    |

**Title of Instrument:** Quit Claim Deed  
**Reference Number(s) of Documents Assigned or Released:** N/A  
**Grantor(s):** Joe Nels and Deeann Trepanier, husband and wife, and Joe Nels Trepanier, Personal Representative of the Estate of Edward J. Trepanier  
**Grantee(s):** Dave E. Trepanier, a single person, as his separate estate  
**Abbreviated Legal Description:** Lots 1 through 4 of Short Plat 85-158, recorded under Auditor's File No. 2739856; Lots 1 through 3 of Short Plat 83-152, recorded under Auditor's File No. 2685201; Lots 3 and 4 of Short Plat 85-215, recorded under Auditor's File No. 2742904; full legal descriptions on Page 2  
**Assessor's Property Tax Parcel/Account Numbers:** 171422-31401, 31402, 31403, 42404; 171422-24405, 24406 and 24407; 171422-13402, -13403

### QUIT CLAIM DEED

**Recital:** Edward J. Trepanier died testate on December 20, 2000 and his Last Will and Testament, executed by him on November 8, 1999, was filed for probate in Yakima County Superior Court Cause No 01-4-00045-1 Pursuant to the Last Will and Testament of Edward J. Trepanier, Joe N Trepanier and Dave E. Trepanier were bequeathed specific items of his estate and were also given the residuary of his estate to split fifty-five percent and forty-five percent respectively. The assets of the residuary estate consisted mainly of real property and mobile homes, which cannot be easily divided. This being the case, Joe N. Trepanier and Dave E. Trepanier entered into an Agreement under THE TRUST AND ESTATE DISPUTE RESOLUTION ACT ("TEDRA"), RCW Chapter 11.96A, on October 26, 2006, which Agreement was filed in Yakima County Superior Court under the above-referenced cause number and which has the same effect as a court order under TEDRA. Pursuant to said Agreement, in order for the parties to obtain an estate distribution which they believe is consistent with the terms of the Last Will and Testament of Edward J. Trepanier, it was necessary for each of the parties to utilize some of his own property to equalize the distribution from the estate, which is the reason why Deeann Trepanier, the spouse of Joe N Trepanier, is also made a party to this conveyance of property.

QUIT CLAIM DEED - 1  
7999-01\me\trepanier joe\general\deeds\QCD TO DAVE

Law Offices  
 LYON WEIGAND & GUSTAFSON PS  
 Lyon Law Offices - 222 North Third Street  
 P O Box 1689  
 Yakima, Washington 98907  
 Telephone (509) 248-7220  
 Fax (509) 575-1883



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 Yakima Co, WA

Grantors, JOE NELS TREPANIER and DEEANN TREPANIER, husband and wife, and JOE NELS TREPANIER, as the Personal Representative of the Estate of EDWARD J. TREPANIER, Deceased, in Yakima County, Washington, Superior Court Cause No. 01-4-00045-1, authorized by court order granting nonintervention powers to Joe N. Trepanier, as Personal Representative entered on June 13, 2002, to settle said estate without the intervention of any court, in consideration of settlement of the estate and pursuant to the Agreement under TEDRA dated October 26, 2006, do convey and quit claim to Grantee, DAVE E. TREPANIER, a single person, as his separate estate, any and all interest that the Grantors may own, possess, or otherwise be entitled to, together with all after acquired title of the Grantors, in the following described real estate situated in the County of Yakima, State of Washington:

Lots 1, 2, 3, & 4, of Short Plat No. 85-158, recorded under Auditor's File No. 2739856, records of Yakima County, Washington.  
Assessor's Parcel Nos. 171422-31401, -31402, -31403, -42404

Lots 1, 2 and 3, of Short Plat filed in Book 83 of Short Plat, Page 152, under Auditor's File Number 2685201, records of Yakima County, Washington.  
Assessor's Parcel Nos. 171422-24405, -24406 & -24407

Lots 3 and 4, of Short Plat 85-215, recorded under Auditor's File No. 2742904, records of Yakima County, Washington.  
Assessor's Parcel Nos. 171422-13402, -13403.

TOGETHER WITH all water rights and appurtenances, including after acquired title, if any, thereunto belonging.

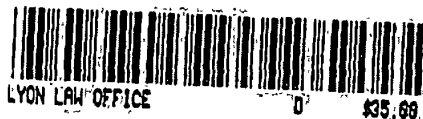
SUBJECT TO all pending and future litigation adjudicating and determining ground and surface waters in any water drainage basin of which the property is a part.

SUBJECT TO rights reserved in federal patents, state or railroad deeds; building or use restrictions general to the area; zoning regulations; all rights of way, easements, reservations, restrictions, agreements, covenants and conditions appearing in the record of title or apparent on inspection of said premises and/or plat.

DATED this 20<sup>th</sup> day of November, 2006..

QUIT CLAIM DEED - 2  
7999-01\me\trepanier joe\general\deeds\QCD TO DAVE

Law Offices  
LYON WEIGAND & GUSTAFSON PS  
Lyon Law Offices - 222 North Third Street  
P. O. Box 1689  
Yakima, Washington 98907  
Telephone (509) 248-7220  
Fax (509) 575-1883



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Yakima Co., WA

Joe Nels Trepanier  
JOE NELS TREPANIER, as Personal  
Representative of the Estate of EDWARD  
J. TREPANIER, Deceased

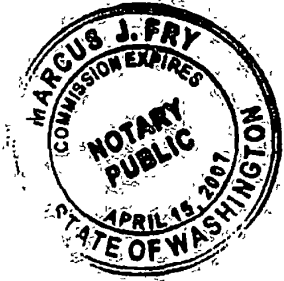
Joe Nels Trepanier  
JOE NELS TREPANIER

Dee Ann Trepanier  
DEEANN TREPANIER

STATE OF WASHINGTON )  
 ) ss:  
County of Yakima )

On this day personally appeared before me JOE NELS TREPANIER and DEEANN TREPANIER, husband and wife,, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned

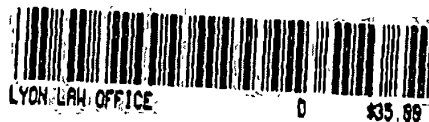
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20<sup>th</sup> day of November, 2006.



Marcus J. Fry  
MARCUS J. FRY  
(Print Name)  
Notary Public in and for the State  
of Washington, residing in Yakima  
My Commission Expires: 4/15/2007

QUIT CLAIM DEED - 3  
7999-D1\me\trepanier joe\general\deeds\QCD TO DAVE

Law Offices  
LYON WEIGAND & GUSTAFSON PS  
Lyon Law Offices - 222 North Third Street  
P.O. Box 1689  
Yakima Washington 98907  
Telephone (509) 248-7220  
Fax (509) 575-1883



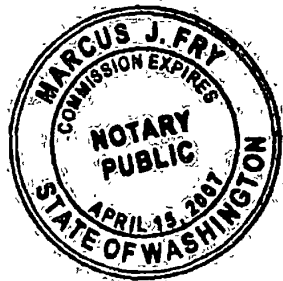
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Yakima Co, WA

STATE OF WASHINGTON)

) ss.  
County of Yakima )

On this 20<sup>th</sup> day of November, 2006, before me personally appeared JOE NELS TREPANIER, to me known to be the person who signed as Personal Representative of the Estate of EDWARD J. TREPANIER, Deceased, and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute said instrument as Personal Representative of said estate.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Marcus J. Fry  
MARCUS J. FRY

Print name  
Notary Public in and for the State of  
Washington, residing at Yakima  
My appointment expires 4/15/2007

QUIT CLAIM DEED - 4  
7999-01\meltrepanier joel\general\deeds\QCD TO DAVE

Law Offices  
LYON WEIGAND & GUSTAFSON PS  
Lyon Law Offices - 222 North Third Street  
P O Box 1688  
Yakima, Washington 98907  
Telephone (509) 248-7220  
Fax (509) 575-1883



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Yakima Co, WA